(Per ILA App	proval Requirements)
X	CA Approval
	JB Approval

Amendment 254 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 254 to the Contract for the Design, Implementation, Operation and
Maintenance of the Regional Fare Coordination System is entered into this
, 2013, by and between Vix Technology (USA) Inc. (formerly
known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned
subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as
the "Contractor") and each of the following seven public transportation agencies
(hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

- 1. Central Puget Sound Regional Transit Authority ("Sound Transit")
- 2. King County ("King County")
- 3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
- 4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
- 5. Snohomish County Public Transportation Benefit Area ("Community Transit")
- 6. City of Everett ("Everett")
- 7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.

- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to modify the Cardholder Website (CHW) with numerous changes to refresh the Graphical User Interface (GUI) which will improve the customer's experience when using the website. This work is more fully described in the Contractor's document SEA-09035 PA-ROF Cardholder Website Refresh (RFI 684 ORCA/Amendment 232) v2.0 as approved by the Agencies on May 30, 2013.
- C. The Parties agree that the Work necessary to perform the required CHW changes will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will perform the necessary development and testing Work to modify the CHW GUI, to include changes to images, video links and static text. The technical specifications for this work are described in the form of "Solutions" in the above referenced SEA-09035 PA ROF. Such work will include the following:

- 1.1 The Contractor will modify the CHW using the following standardized style guidelines for all changes:
 - (a) Copy requiring bullets shall remain as arrows according to current functionality.
 - (b) Copy using a URL will be displayed in blue and be underlined. Once hovered over, the font will turn black.
 - (c) Font style, type, colour, size, bulleting, and spacing in all facets of the solution will be standardized.
 - (d) Apply the font format for all tag copy on non-home page headers as described in SEA-09035.
 - (e) Apply the font format for all <h1> tag copy on non-home page headers as described in SEA-09035.
 - (f) Apply header, footer and sidebar navigation consistently on all pages as described in SEA-09035
 - (g) Retain the main window pane as currently displayed
 - (h) Apply main pane content spacing consistently on all pages
 - (i) Open PDF files, modified in this solution, in a new browser window

- 1.2 The Contractor will modify the Header Area as described in SEA-09035, Solutions 10, 11, 12, 1314, 15, 16, 17, 18, 19, 20 and 21.
- 1.3 The Contractor will modify the Sidebar Navigation Area as described in SEA-09035, Solutions 22, 23, 24, 25, 26, 27, 28, 29 and 30.
- 1.4 The Contractor will modify the Footer Area as described in SEA-09035, Solutions 31, 32, 33, 34, 35, 36, 37, 38, and 39.
- 1.5 The Contractor will modify the Home Page Banner Area as described in SEA-09035, Solutions 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, and 51.
- 1.6 The Contractor will modify the Home Page Main Content Area as described in SEA-09035, Solutions 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 and 69.
- 1.7 The Contractor will modify the Main Content Boxed Area as described in SEA-09035, Solutions 70, 71, 72, 73, 74 and 75.
- 1.8 The Contractor will modify the Home Page Video Caption Area as described in SEA-09035, Solutions 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90 and 91.
- 1.9 The Contractor will modify the Contact ORCA page as described in SEA-09035, Solutions 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105 and 106.
- 1.10 The Contractor will modify the Get a Card page as described in SEA-09035, Solutions 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118 and 119.
- 1.11 The Contractor will modify the Have a Card page as described in SEA-09035, Solutions 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130 and 131.
- 1.12 The Contractor will modify the My ORCA Login is Blocked page as described in SEA-09035, Solutions 132, 133, 134, 135, 136, 137,138, 139, 140, 141 and 142.
- 1.13 The Contractor will modify the ORCA Options (About) page as described in SEA-09035, Solutions 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153 and 154.
- 1.14 The Contractor will modify the ORCA Options (Products) page as described in SEA-09035, Solutions 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, and 166.
- 1.15 The Contractor will modify the ORCA Options (Using ORCA) page as described in SEA-09035, Solutions 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, and 178.
- 1.16 The Contractor will modify the Why Register? Page as described in SEA-09035, Solutions 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189 and 190.

Section 2.0 Documentation

2.1 The Contractor will update the following system documentation and submit to the Agencies: SEA-01438 ORCA Cardholder Website Functional Specification.

Section 3.0 Schedule:

- 3.1 The work described in Section 1.0 will be delivered in Maintenance Release 23.
- 3.2 **Milestone** 1: Prior to the conclusion of development, the Contractor will provide the Agencies with screen capture images for their review. The Agencies will be allowed a maximum of five (5) Business Days to review for accuracy relative to the requirements in this Amendment and submit comments/questions to the Contractor. Agreement at this Milestone is final; no subsequent changes will be made.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 4.0 Compensation Changes

4.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 254

The Contractor will perform the work necessary to modify the CHW.	
TOTAL	\$42,668

Section 5.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and Fifty-four shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix	Tec	hno	loav	(USA)	Inc.
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Bv:

Its: // General Manager

Date: ______ 6 / 12 / 13

The Agencies

By: Candice Carlson

Its Operations Mana

Date: 7013